

Case 2:10-cv-10978-PJD-MJH

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UNITED STATES DISTRICT COURT
IN THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

2010 AUG 10 A 11: 57

FILED

AMERICAN UNIVERSITY OF ANTIGUA,
COLLEGE OF MEDICINE, a foreign corporation,

Plaintiff,

V

CASE No.: 2:10-cv-10978-PJD-MJH
Judge Patrick J. Duggan
Magistrate Judge

STEVEN WOODWARD,

Defendant,

**DEFENDANTS REQUEST FOR SETTING ASIDE DEFAULT and
MOTION TO STRIKE DEFAULT**

**DEFENDANTS REQUEST FOR SETTING ASIDE DEFAULT and
MOTION TO STRIKE DEFAULT**

List of Exhibits:

1. Email From Steven Woodward To marilyn_orem@mied.uscourts.gov and cfortney@cardellilaw.com, Subject: **AUA vs Woodward Rebuttal** Date: April 15, 2010 5:49:10PM. Included attachment

The defendant submitted Exhibit 1 to the court per the Honorable Judge Duggan's instructions in chamber.

Exhibit 1 is proof that the defendant did in fact submit an "ANSWER" in the form of a rebuttal, answering the plaintiff's complaint on April 15, 2010.

"Dear Mrs. Orem,

Attached is my rebuttal to the plaintiff's claims.

I will not change this document.

I do not have Adobe Acrobat so I could not make a static "pdf" file.

Please let me know if I need to produce any exhibits or if more information is required for Monday.

Thank you again,

Steven Woodward"

The attachment to the email, Exhibit 1 pages 2-34, is in fact (Docket No. 10 submitted on April 16, 2010) from the email and is the defendant's answers to the plaintiff's claims.

I will now demonstrate that the court and plaintiff knew that I filed an answer to the plaintiff's claims

From the transcripts, of the hearing on April 19th, "Motion for Preliminary Injunction", Document 19 Filed 08/03/10, page 26, Line 11:

"The Court: Time out. Number 41 of what?

Mr. Woodward: Forty-one of his complaint.

The Court: Page number?

Mr Woodward: Sorry, it's page eight, sir, number 41.

The Court: Hold on

Mr Woodward: Yes, sir.

The Court: Are you on the motion brief?

Mr Woodward: This is the complaint that he filed.

The Court: Oh you're talking about the complaint?"

The defendant will also show that the proceedings were in "STAY" for the time period of which the defendant was away.

The defendant did not have the opportunity to perform court procedures for the entire duration of his absents, while the proceedings were at "STAY".

From the transcripts from the hearing "Motion for Preliminary Injunction", Document 19 Filed 08/03/10, page 61, Line 19:

"Mr. Buikema: Have we agreed to a stay then while Mr. Woodward is absent?

The Court: A stay of what?

Mr. Buikema: A stay of proceedings, of discovery.

The Court: Sure, yes. It will be a stay until he gets back."

The defendant was not under any time constraints to provide an answer to the plaintiff's claims, when in fact the answer was already submitted.

In fact the Court left open that there were no time constraints, none set.

Page 62, Line 8:

"The Court: All right. Then what I'd like you to do then by July 15th, send an email to the Court and to brother counsel telling us the status of the lawyer search, ok. I have a lawyer and his or her name is such and such and I need another week or to so we know what's going on."

The defendant gave his answer twice to the Court and plaintiff, first in Exhibit 1 on April 15th, and then again in a blunt version "ANSWER: I am not guilty of any claims made by the plaintiff."

This Default is the second time the defendant has had actions taken against him by the court for mere requests, say-so, by the plaintiff without proof or merit.

The court did not make Exhibit 1 available for the hearing on April 19th, when it was received on April 16th. Evidence of this is found from the transcripts from the hearing "Motion for Preliminary Injunction", Document 19 Filed 08/03/10, page 24, Line 2:

"Mr. Woodward: I emailed this but it wasn't formatted properly to the—I emailed this to Ms. Orem. This rebuttal was emailed to her.

The Court: Just brief, I don't want a rambling thing. Did you say that in the email, just not what you told me?

Mr. Woodward: That is in the file that I attached to Ms. Orem, but not to this file that's here. It's attached to one of the files that I sent her before I received the entire motion from this attorney."

Actions were taking against the defendant without proof.
On page 58, Line 8 of the transcripts

“Mr. Buikema: Your Honor, this is like the New York Times publishing false and defamatory information and then saying, “Your Honor, the cure is we’ll only publish it in certain areas or it will be difficult to find our newspapers”, it’s not appropriate.

The Court: I’m not satisfied that they’re false, there’s your problem; not yours, his too, okay. Because if I do what you’re saying I should do, we may be depriving him of the right to publish correct information”

The Court also told the plaintiff his evidence was clearly wrong on page 9, Line 23 of the transcripts.

The Court showed the plaintiff that the claim with regards to the Lanham Act has no bearing on this case.

“The Court: I don’t know how that’s a violation of the Lanham Act. The Lanham Act really deals with goods and services and normally it’s competing.”

From page 10, Line 22 of the transcripts the Court disproves the claim of Cyber squatting.

“The Court: You said, “Cyber squatting involves a registration as a domain, names of well-known trademarks by a non-trademark holder who the try to sell names back to the trademark.

Mr. Buikema: That is one potential –

The Court: That isn’t happening here, is it?

Mr. Buidema: It’s not. I agree. But that’s one potential means or method of violating the ACPA, as I understand it.”

I continue on page 11, Line 21 of the transcript.

“Mr. Buikema: He’s competing with us –

The Court: Everyone I’ve had is dealing with goods or services, that’s what the competition is doing.

Mr Buikema: In my view, your Honor, the goods or services are the domain name itself and the information disclosed thereby.

The Court: He’s not trying to sell the name itself, is he?

Mr. Buikema: I don’t know.

The Court: Wait. It’s your motion, if you don’t know, then you can’t say that he is.”

I continue on page 14, Line 24 of the transcript concerning alleged violations of FERPA disclosure.

“The Court: It’s just ridiculous. I don’t know why you’re arguing that. His conduct can’t be considered a policy or practice of the University. You said that from the very beginning, it’s not. I don’t know why you’re arguing these claims that have very little, if any, merit.”

I continue on page 19, Line 3 of the transcript demonstrates that the plaintiff admits a student was sexually assaulted. This also demonstrates that the court knew that the plaintiff was not telling the truth by arguing the “Tense” of the facts.

“The Court: Let’s go, for example, to small”h”: “AUA students are sexually assaulted.” Is that a false statement?

Mr. Buikema: In and of itself, an AUA student was apparently assaulted. The connotation of AUA students being sexually assaulted, in the tense, is a false statement.

The Court: In the what?

Mr. Buikema: In the tense utilized or represented by the website is a false statement.

The Court: I’m missing what you’re talking about, “Tense”.

Mr. Buikema: The statement in the website connotes a general practice of happening as if “All students” or generally students are sexually assaulted at AUA.

The Court: That’s the spin you put on it. But the statement itself is true, “AUA students are sexually assaulted”, have they?

Mr. Buikema: An AUA student was sexually assaulted.”

I continue on page 20, Line 1 of the transcript, here the Court disproves the plaintiff claim concerning teaching of wrong information.

“The Court: Next one, AUA’s professors teach students wrong information. How does the President know that’s not true?”

I continue on page 20, Line 12 of the transcript, here the plaintiff demonstrates that he lies to the Court.

“The Court: Let’s go to page three, paragraph “I”: “AUA students pass rate for USMLE medical board exams is only 22.9%”

Mr Buikema: Yes”

I continue to page 29, Line 9 to demonstrate that the plaintiff lied to the Court.

“Mr Woodward: Yes, Your Honor.

As far as – yes, Your Honor. I guess I can go over my claims here that are obviously --- I can show that they are mistaken.

When it says, “AUA student rate for USMLE medical board is only 22.9% percent”, that is not what my website says and I have evidence to show that.

What it is, it’s Antigua does. And it’s published information. There’s two medical schools on Antigua. And Antigua has a 22.9% pass rate. Antigua does.”

The plaintiff’s own exhibits show that they lied to the Court.

From **“The Index Of Exhibits To Plaintiff’s Brief In Support Of Its Motion For A Preliminary Injunction”**, Exhibit C – Copy of www.aua-med.com website.

Exhibit C states **“Antigua only has a 22.9% USMLE Pass Rate!”** and **“AUA student sexually assaulted!”** This demonstrates that the plaintiff lied to the Court at least TWICE during the hearing.

I request that the plaintiff's Default be Set Aside and submit a Motion to have the Default Stricken from the records.

A handwritten signature in black ink, appearing to read "Michael Wood". The signature is fluid and cursive, with the first name "Michael" written in a stylized script and the last name "Wood" in a more straightforward cursive.

From: Steve Woodward (steve_1_woodward@yahoo.com)
To: marilyn_orem@mied.uscourts.gov; cfortney@cardellilaw.com;
Date: Thu, April 15, 2010 5:49:10 PM
Cc: [REDACTED]
Subject: AUA vs Woodward Rebuttal - 10-cv-10978-PJD-MJH

Dear Mrs. Orem,

Attached is my rebuttal to the plaintiff's claims.

I will not change this document.

I do not have Adobe Acrobat so I could not make a static "pdf" file.

Please let me know if I need to produce any exhibits or if more information is required for Monday.

Thank you again,

Steven Woodward

Exhibit 1
PS1

I was born and raised in Flint, Michigan. I volunteered for the US Army, where I was a Honor Graduated(E1); after my honorable discharge I attended Oakland Community College, and earned an Associates degree in Applied Science "Cum Laude"(E2) in "Robotics/Automated Systems"(E3). I then attended Western Michigan University(E4), earning my Bachelor of Science degree in "Manufacturing Engineering Technology"(E5pg-1 and E5pg2) while working at Hammond Machinery programming corporate robots. I relocated to Colorado in 1991, where I worked in the computer systems manufacturing industry; I earned a Masters of Science degree, in "Computer Information Technology" from Regis University, with honors(E6, E6pg-1, E6pg-2, and E6pg-3). While living in Colorado just some of my community service includes volunteering as a Firefighter(E7pg1 through E7pg7) and Ski Patrol(E8pg-1 and E8pg-2). I personally hold a US Patent(E9). I received a "Letter of Commendation"(E10) from Oakland County Department of Public Safety. I included some letters of appreciation and recognition(E11pg-1 through E11pg-6) and a certificate for "Outstanding Contribution" (E12pg-1) and "Team Excellence" award(E12pg-2) from StorageTek. My parents died in 2001 and 2002. I resigned from my job as a System Administrator for EDS, used my inheritance, sold my house and 5 acres of land in Colorado to continue my education in medicine. *

I was "Railroaded" out of the medical program for expressing my concerns about the plaintiffs programs and faculty. I was dismissed from school after the 5th Semester program, at St Joseph Mercy Oakland, SJMO hospital. The plaintiff requests feedback regularly from students(myself) from their Student Handbook, course Syllabus, course Guidelines and from direct emails. Even after outstanding evaluations and many more

Exhibit 1
Pg 2

positive and helpful suggestion I have made during their program, including one that has been implemented in their own Student Handbook and personal recognition I received from the University of Michigan during the 5th semester. The plaintiff took offense to comments and suggestions I made about their dysfunctional 5th Semester program. This 5th semester program was under two written contracts to provide their students with clinical rotations in: Internal Medicine, Surgery, Family Medicine, Pediatrics, and Obstetrics and Gynecology and electives "Emergency Medicine". The students only received rotations in Internal Medicine and Family Medicine. The course schedule changed at least 20 times, including test notifications as late as the night before the test. The testing software, did not work on many occasions including 5 consecutive days and it never worked for any of the scheduled weekly tests. The plaintiff even changed to another testing software vendor for the final exam, which also had a section that did not work. I can show I recommended a change in the testing software. The students paid for testing designed to help them pass the medical boards, but because of the software errors and schedule changes we did not receive these exams. This was the status of their Clinical Medicine program that lasted from the middle of Sept, 2007 with our final exam on Dec 7th, 2007.

In return for my comments and concerns the plaintiff in conjunction with SJMO administration fabricated lies about me, including falsifying my Final grades from an 80% to an "F" failing grade, but passed the student that had the lowest grade in the class. I published this fraudulent behavior as my first video on my Web site. I maintain that the plaintiff wrongfully destroyed me professionally, economically and emotionally for their actions.

Exhibit 1
Pg 3

The United States Medical Licensing Examination, USMLE administers medical board exams.

(Ref. http://www.usmle.org/Scores_Transcripts/performance/2008.html)

According to the USMLE there was a total 32,383 students that took the USMLE Step 1, as first time test takers in 2008; 14,889 of those students were from Non/US Canadian Schools, many of which are US citizens.

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Information is removed and buried in other public accessible Web sites concerning the plaintiff.

I started my Web site to expose the false, misleading and other information I feel is important concerning these foreign medical programs. I include concerns I have with: student safety, quality of education, USMLE pass rates in the region, issues with the Education Commission for Foreign Medical Graduates, ECFMG, SJMO hospital, Exam Master testing software, faculty concerns, grading practices, treatment of students during committee meetings and disclosure of student information. I use my Web site to notify government organizations and personnel of claims I have filed against the plaintiff.

I started publishing my Web site to ensure other US Citizens are informed about not only the plaintiff, but also other organizations involved with these foreign medical education businesses. I criticize not only the plaintiff, but also the Education Commission for Foreign Medical Graduates, ECFMG, St Joseph Mercy Oakland hospital, Exam Master software, the University of Health Sciences Antigua, UHSA, US Congressman, Oakland County court judge, and the island of Antigua.

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The numbers correspond to the plaintiff's claims.

1. Plaintiff's head office is c/o GCLR, LLC 2 Wall Street, 10th Floor New York, N.Y.
2. I was place at St Joseph Mercy Oakland hospital, Pontiac Michigan, winter of 2007.
3. I do not currently reside in Flint, Michigan; I am now transient. I was born and raised in, Michigan. I relocated to Colorado in 1991. I currently hold a Colorado drivers license, but use family member mailing address for convenience only and have only been back to Michigan for the plaintiffs 5th Semester and for legal reasons. My home is S/V Halo, I have lived on my boat since I sold my house and property to attend medical school in the Caribbean.
4. I maintain that everything on my Web site is true to the best of my knowledge. Any student information I published on my web page is either evidence in a court case or information disclosed to me by the plaintiff's own faculty, Dr Victor Hrehorovich in a presentation he gave during the 5th Semester orientation. I found out about the student information while I was creating one of my videos concerning USMLE pass rates. The plaintiff's Web site quoted an 80.6% USMLE pass rate, I knew this presentation showed that the pass rate was closer to 50%, as I examined the presentation I discovered the students GPA's and USMLE scores imbedded in this presentation. I sent my Web site links and student information to the Department of Education in December, 2009, including Office of Civil Rights and Family Policy Compliance Office, department for Family Education Rights and Privacy Act and Inspector General. Their reply

"After a careful review of your complaint, we have determined that the issues you raise may fall within the responsibilities of the Department's Office of Planning,

Exhibit 1
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Evaluation and Policy Development(OPEPD), Family Education Rights and Privacy Act(FERPA) Division. I have provided below information on how to contact FERPA directly regarding your concerns.”

I use my Web site to try to notify these students that their private information was disclosed by the plaintiff. The Department of Education mailed me a complaint form in March, 2010 which states **“Your complaint must also be “timely” meaning that it must be submitted to the FPCO within 180 days of the date that you knew or should have known of the violation.”** I urge the court to ensure that all of the students be notified immediately that their private information was compromised.

I am not infringing, blurring, dilution or tarnishing any trade names or trade marks per 15 U.S.C. 1125 p (3) Exclusions A(ii), B and C.

5. I have not caused any damages to the plaintiff

6. I am a transient citizen of the United States

7. I am a citizen of the United States

8. The plaintiff states that they are a foreign medical school. Their Web site states that they were founded in 2004. The head office American University of Antigua c/o GCLR, LLC 2 Wall Street, 10th Floor New York, N.Y.

9. The initial 5th Semester program was September, 2007 at St Joseph Mercy Oakland hospital.

10. I was wrongfully dismisses from school May 21st 2008.

11. The lawsuit I initiated against the plaintiff is under appeal.

Court of Appeals No.:292172

Lower Court No. 2007-088103 CZ

Exhibit 1
pg 6

12. I am only expressing normal feelings concerning incidents that happened to me, and even other students, including but not limited to:.

- Falsifying my final grades
- Violating their own Student Handbook: by not allowing me to have counsel, production of evidence, or due process during and prior to initiating committee meetings
- Semester that costs \$12,000 and has at least 20 semester changes
- Contracted rotations that were not given
- Being charged for tests that are designed to help students with the USMLE, but are not given.
- False and misleading advertisement concerning but not limited to: island safety, the quality of education, USMLE Pass Rates, dissemination of information, and nature of faculty.
- Disclosure of student grades, violating FERPA student privacy,
- Attacking me for comments, which violates their own Student Handbook **"AUA/KMC students are encouraged to address any academic or non-academic concerns with their Professors, Faculty Advisors or Deans"**, evaluation requests from course documentation and even course Director emails. But use my positive comments.
- Testing applications that don't work
- Breaking licensing agreements and syllabus agreement for privacy of my user name
- Patient abuse
- Fabricating evidence concerning missed pages and written memos.
- Letters written to the ECFMG ensuring I could not sit for the USMLE Step 1

Exhibit 1
P37

-Perjury

13. This statement is untrue by pure logic: I initiated my lawsuit Dec, 2007, the plaintiff emailed my grades to me on January 6th, 2008, I was dismissed May 21st 2008.

14. The lawsuit I initiated against the plaintiff is under appeal.

Court of Appeals No.:292172

Lower Court No. 2007-088103 CZ

15. The lawsuit I initiated against the plaintiff is under appeal.

Court of Appeals No.:292172

Lower Court No. 2007-088103 CZ

16. This case has been appealed, Court of Appeals No.:292172

Lower Court No. 2007-088103 CZ

17. I do own the domain name www.aua-med.com.

Information is removed and buried in other public accessible Web sites.

I started my Web site to expose the false, misleading and other information I feel is important concerning these foreign medical programs.

I started publishing my Web site to ensure other US Citizens are informed about not only the plaintiff, but also other organizations involved with these foreign medical education businesses. I criticize not only the plaintiff, but also the Education Commission for Foreign Medical Graduates, ECFMG, St Joseph Mercy Oakland hospital, Exam Master software, the University of Health Sciences Antigua, UHSA, US Congressman, Oakland County court judge and the island of Antigua. I use my Web site to notify government organizations and personnel of claims I have filed against the plaintiff. Some of the

Exhibit 1
Pg 8

claims have time limitations, so shutting down my Web site could interfere with these investigations.

18. I notified Sandy Foster, director of, Risk Management for plaintiff's hospital partner, St Joseph Mercy Oakland hospital, of the content of my Web site in several emails dated between March, 2009 thru at least July, 2009. I did this because of my concerns for the patients in her hospital.

Tripton Carlson June, 2009 in a ValueMD blog, on this page my web site is deeply criticized then buried.

19. -20. I have not seen Exhibit 1 or Exhibit 2, but I have seen www.auamed.com and www.aua-med.com. There is nothing similar between these home pages. Even the source code is remarkably different. There has always been a disclaimer on my home page.

("This is not the official American University of Antigua, AUA, site.")

21.

a. Fraud

(Ref <http://www.merriam-webster.com/dictionary/fraud>)

1 a : deceit, trickery; *specifically* : intentional perversion of truth in order to induce another to part with something of value or to surrender a legal right b : an act of deceiving or misrepresenting : trick

-Falsifying my final grades (broke an implied contract for fair grading, obstruction of justice, a reason for my initiating a lawsuit as demonstrated in the defendant briefs

"Washed Out" and "Woodward failed the fifth semester course, receiving an "F"

Exhibit 1
pg 9

for the fifth semester before he was dismissed” and even in this claim as

“disgruntled”)

-Services not rendered, the students paid for testing that was not given. These tests are used to help the student pass the USMLE Step 1.

-Services not rendered, Per the plaintiff's contract with St Joseph Mercy Oakland hospital the students were suppose to receive rotations and other services that were w not given.

-False advertisement, for the quality of education.

-False advertisement, safety of Antigua

-False advertisement, USMLE pass rates

-They fabricated evidence against me, pages from the director, and the memos written

-They contacted the ECFMG before my dismissal to ensure I couldn't sit for my USMLE board exams.

b. Plaintiff falsified my grades with the intent to commit obstruction of justice and broke an implied contract to be graded fairly. My final grade was an 80%, not only did they assign an “F” but they also remarked false statements concerning my failure. It should be noted that the person that who scored the lowest in the class passed.

The plaintiff did a similar action during my Immunology course, but of course my appeal was denied.

c. -To produce evidence during a committee meeting, Student Handbook pg 12, Basic Civil Rights

Exhibit 1
pg 10

- To have counsel present during a committee meeting, Student Handbook pg 12, Basic Civil Rights
 - Adequate notification of charges, second and third committee meeting, Basic Due Process
 - Testing schedules, Student handbook (pg14),
 - Rotations contract between plaintiff's students and SJMO hospital
 - Contracts listed per court case Lower Court No. 2007-088103 CZ
 - Privacy of student information in the orientation presentation, FERPA
 - Wrongfully failing me by falsifying my grades, implied contract
 - Publishing my private Exam Master user information violating a licensing agreement, implied contract, and course Guideline pg 41.
 - Patient abuse contract to provide counseling per both course syllabus and contact between plaintiff and SJMO. But received no and no incidents were ever documented except in my evaluations which were as high as 95%.
 - Contract between myself and ECFMG to take my UMSLE Step 1 exam.
 - False advertised quality of education
 - Disciplinary actions against a student for negative evaluations and concerns about a new program, Student handbook pg 12 **"AUA/KMC students are encouraged to address any academic or non-academic concerns with their Professors, Faculty Advisors or Deans."**
- Course Syllabus pg3, **"Students will have the opportunity to evaluate lectures, practices, and all activities. Their input is critical in the development and advancing the University's academic program."**, pg 12 **"Students will submit an evaluation of**

Exhibit 1
Pg 11

every lecture and academic activity in which they have been involved, making suggestions for improvement.” from the course Guilelines pg 51 “Student’s evaluation of practices, clinical rotations and tests”, pg 52, 53 “The School encourages all students to write suggestion(s) for improvement whenever the student has assigned a C, D or E grade to any aspect of a particular academic activity.”

Email from Dr. Yanez cc from Dr. Calderon

“Hi class !:

I hope that now you are resting and getting ready for your clinical rotations:

For those of you who took the Final exam using Scholar360, I need you to e-mail me your **evaluation of that Program. Exclude from it the vocabulary portion that was not good because we did not have the time to correct it.**

Include in your evaluation how did you like the format, grade of difficulty to understand and answer questions, the format and clarity of screens, including images and graphics, the speed with which you received the scores and any other aspect that you like to talk about. Finally, your suggestions about possible improvements.”

d. United Nations, The Universal Declaration of Human Rights

(<http://www.un.org/en/documents/udhr/>)

Article 10

Everyone is entitled in full equality to a fair and public hearing by an independent and impartial tribunal, in the determination of his rights and obligations and of any criminal charge against him.

Exhibit 1
Pg 12

Article 12

No one shall be subjected to arbitrary interference with his privacy, family, home or correspondence, nor to attacks upon his honour and reputation. Everyone has the right to the protection of the law against such interference or attacks.

Article 19

Everyone has the right to freedom of opinion and expression; this right includes freedom to hold opinions without interference and to seek, receive and impart information and ideas through any media and regardless of frontiers.

Article 23

- 1. Everyone has the right to work, to free choice of employment, to just and favourable conditions of work and to protection against unemployment.*

Article 26

- 1. Everyone has the right to education. Education shall be free, at least in the elementary and fundamental stages. Elementary education shall be compulsory. Technical and professional education shall be made generally available and higher education shall be equally accessible to all on the basis of merit.*

Article 27

- 1. Everyone has the right freely to participate in the cultural life of the community, to enjoy the arts and to share in scientific advancement and its benefits.*

Exhibit 1
Pg 13

2. *Everyone has the right to the protection of the moral and material interests resulting from any scientific, literary or artistic production of which he is the author.*

United States Constitution, Bill of Rights

-First Amendment, freedom of speech.

-Fifth Amendment, punishment without due process,

-Sixth Amendment, legal counsel, right to know charges against him, impartiality of committee

-Seventh Amendment, assures trial by jury in civil cases.

e. The school notified the ECFMG telling them I was no longer enrolled before I was formally dismissed.

-Pager falsifying evidence, the school charged me with **“failed to answer hospital pages”**. The times of these missed pages we were excused for the day or I was outside the hospital in a family practice clinic in another town, per their schedule. There was no mention in any of the course documentation concerning the use of pagers. This issue was raised in the December, 19th 2007 Committee meeting notice, but the incident happened in October.

-Committee meeting 1, I initiated a grievance against a professor, in retaliation the school, tit-for-tat, railroaded me, they would not allow me to produce evidence, which was an audio file of the entire conversation. The punishment did not fit the alleged offense. They wanted me to take “anger management” for debating a question in a test

Exhibit 1
Pg 14

review. I had a recording of the entire conversation, but was denied the right to produce this evidence in the committee meeting.

-2nd committee meeting was initiated during Finals week, and violated due process. I was never given any notification of what the charges were. I received the notice during the week I was preparing for Finals. This meeting was dropped.

-3rd committee meeting, I was notified of this Committee meeting 2 days before the end of the semester, and was refused the contractual agreement to have counsel, per the Student Handbook. I requested an extension, but was denied. I notified them of my intentions to obtain counsel and requested a retraction. I refused to attend this committee meeting without counsel. I have emails from the course directors that demonstrate that they were planning this action since October. In November I emailed both the Dr. Hrehorovich Vice Chancellor, and Deneen Nicks about rumors I heard of them failing students, but they did not address my concern.

-3rd Semester emails to/from and to Dr Zonia.

-Falsifying my grades and then stating "**Washed out**" in court briefs.

-False memo written by Susan Zonia to herself, dated October 10th, 2007 for a meeting October 9th. 2007, no witnesses

-False memo, the plaintiff told Susan Zonia to write a memo that was to be used against me in the committee meeting.

-Letters to the ECFMG, the plaintiff emailed the ECFMG on May 6th, telling them that I was no longer enrolled, the ECFMG notified me I could no longer sit for the USMLE Step 1 exam, I was not dismissed until May 21st.

Exhibit 1
Pg 15

f. Contents of all my videos are true to the best of my knowledge

Faculty

perjury,

Treatment of students

Falsification of evidence

False advertisement: risking student safety, money. USMLE pass rates

False advertisement pertaining to the quality of education

Releasing student records

Falsifying my grades

Notifications to the ECFMG

Committee Meeting 1, 2 and 3

Failing me in Immunology unfair

Suppressing freedom of speech concerning these institutions and disclosure of student grades

g. Heinous is my opinion of SJMO and plaintiff administration.

<http://www.merriam-webster.com/dictionary/heinous>

Main Entry: **hei·nous**

Pronunciation: \ hā-nəs \

Function: *adjective*

Etymology: Middle English, from Anglo-French *hainus*, *heinous*, from *haine* hate, from *hair* to hate, of Germanic origin; akin to Old High German *haz* hate — more at hate

Date: 14th century: hatefully or shockingly evil

Exhibit 1
Pg 16

Malice: 1 : desire to cause pain, injury, or distress to another

2 : intent to commit an unlawful act or cause harm without legal justification or excuse.

This is my opinion of the plaintiff and administration pertaining to everything I listed concerning the plaintiffs treatment of me and other students.

SJMO cheating their community in the 2005 admission of guilt to the FBI and their \$4 million dollar fine.

h. I quote the Antigua Sun, an Antigua local news paper, concerning a plaintiff's student that was sexually assaulted. I compare this to the plaintiff's quote **"Antigua is an ideal location for studying serene, secure and sustaining. Antigua provides AUA students with the most modern comforts and familiar lifestyle in the Caribbean, in a stable and safe environment."**

It should be known that in January, 2010 Nina Elizabeth Nilssen, a California Graduate student was murdered on Antigua. February, 2010 the third murder of this year was a 39 year old doctor. This is second doctor murdered on Antigua in two years.

i. I present two examples of not only teaching wrong information, but defending it after being questioned about it.

Example 1: The evidence is the recording that was never heard by the panel during Committee meeting 1; Dr. Somaraju is asked "what do they need to multiply" referring to normal flora bacteria in the intestine, her answer "High dose of antibiotics"!

Exhibit 1
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Reference: Dorland's Illustrated Medical Dictionary 30th Edition, ISBN 0-7216-0146-4

Antibiotic: 1. Destructive of life. 2. a chemical substance produced by a microorganism which has the capacity, in dilute solution, to inhibit the growth of or to kill other microorganisms. Antibiotics that are sufficiently nontoxic to the host are used as chemotherapeutic agents in the treatment of infectious diseases of man, animals, and plants.

(<http://www.drheise.com/antibiotics.htm>)

Antibiotics: Safe or Harmful?

During the winter season, people are often given antibiotics for their colds and flus. But colds, flus, cough and sinus congestion are symptoms of upper respiratory infections that are typically caused by viruses. However, antibiotics act only against bacteria and are ineffective against viral infections. Taking an antibiotic when you don't need it is not without risk. Antibiotics can drastically decrease the numbers of normal, protective intestinal flora normally present in the intestines—which can leave you too deficient—and cause an increased risk of getting even more infections.

Example 2: Dr. Aslam stated in his "history and physical exam" brush the wisp against the lateral aspect of the sclera(outer white area of the eye ball). This should cause the patient to blink. Blinking also requires that CN 7 function normally, as it controls eye lid closure.

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Textbook of Physical Diagnosis History and Examination, Fourth Edition ISBN:0-7216-9411-X "In performing the corneal reflex test, touch the cornea and not the eyelashes or conjunctiva, which give an inaccurate results."

The professor in Example 1 claimed I was being disrespectful to her for debating exam questions.

In Example 2, Dr. Aslam defended his answer. I contacted the Neuroscience professor concerning this but received no reply.

j. The plaintiff falsified my grades, then used that information in legal briefs "**washed out**", breaking an implied contract of being graded fairly.

The plaintiff quotes in advertisements are misleading.

I refer to the safety on Antigua, quality education, and USMLE pass rates, production of evidence and denying me counsel during committee meetings.

Committee meeting 1, I initiated it against Dr Samaraju, then the school charged me for rude behavior.

It was a "Non-impartial" committee. Penalty included "Anger Management" counseling for no reason but debating a question. The plaintiff lied about having to take anger management by pure logic that I had completed my probation but still didn't take it, but yet they'll charge me for something as petty as missed pages.

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The plaintiff did not provide services that were paid for, I refer to Shelf Exams, quality education and clinical rotations. Refer to answer 21, d for civil right violations.

k. The plaintiff committed fraud by altering my final grades with the intension of obstructing justice and breaking an implied contract of being graded fairly. My grades were both mailed to me as well as sent to me via email. The plaintiff quotes in advertisement are misleading. I refer to the safety of Antigua, USMLE pass rates and quality of education. The plaintiff did not provide services to myself and other students and used the internet to communicate the payment for these services. The plaintiff has direct ties to U.S. congressmen(women) which are members of the Caribbean Caucus, a group involved in a Federal investigation of the Stanford \$7 Billion fraud scheme.

l. My quote is **"Antigua only has a 22.9% USMLE Pass Rate!"**. In my "Video Index" link I quote **"This video show proof that the pass rate for the two medical schools on Antigua is only 22.9%. It should be noted that AUA claims an 80.6% and UHSA claims a 90% USMLE pass rate."** In this video I compare the two Antigua medical schools claimed USMLE Step 1 pass rates with those published in **"The Daily Herald"** and published in Academic Medicine, Journal of the Association of American Medical Colleges, article titled **"Medical Education in the Caribbean: Variability in Medical School Programs and Performance of Students"**. During my investigation of these pass rates I reviewed the presentation Dr. Victor Hrehorovich gave our 5th Semester class, since I knew the quoted pass rates did not match the plaintiff's advertisement and discovered that the presentation contained Student names, USMLE grades and GPA's.

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To verify this information I searched the plaintiff's own Web site which quoted the names of the top performing students, which matched the names in the presentation. I notified the Federal Department of Education and published this on my Web site. It should be noted that the plaintiff doesn't list this 80.6% pass rate with other newer pass rate quotes from their own Web site.

m. I requested time to prepare myself, but was refused, so I initiated a lawsuit to protect myself from being railroaded, again, by the plaintiff. False evidence, I refer to "missed pages" and the letters/memos written by Susan Zonia. ECFMG letter written and the falsification of my grades.

n. Dates of the emails obtained during the deposition of Susan Zonia verifies that this is what happened.

o. Susan Zonia's deposition, Dr Yanez, Deneen Nicks are full of lies. I present some of these in my videos. The reported "Anger Management" in the committee meeting findings demonstrate that these allegations are not true. There was no required anger management per my appeal with Neal Simon.

p. I quote news sources and compare them with the plaintiff's claims of safety. I compare this to the plaintiff's quote **"Antigua is an ideal location for studying serene, secure and sustaining. Antigua provides AUA students with the most modern comforts and familiar lifestyle in the Caribbean, in a stable and safe environment."**

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It should be known that in **January, 2010 Nina Elizabeth Nilssen, a California Graduate student was murdered on Antigua.** February, 2010 the third murder of this year was a 39 year old doctor. This is second doctor murdered on Antigua in two years. I feel it is important that students are aware of the environment of Antigua prior to relocating there for medical school a time spanning years.

22. Everything I published in my Web site is true o the best of my knowledge and resources.

22. I do not market anything. I have not damaged the plaintiff.

I quote Richard Woodward(No relations known), plaintiff's **VP Enrollment Management** 06-13-2009 "The entire loan program is a living, breathing demon. And rears its ugly head at any given moment. We are currently working with these demons" 9-19-2009, Richard Woodward concerning student loans "You know, I'm not sure what we accomplish by brining this up again. We are all aware of it; **it sucks!**"

I would like to quote from **Oakland County Circuit Court Judge Shalina D. Kumar's** Order concerning my **private** username: "auasucks". "Plaintiff was sited for unprofessional conduct and used the word "AUASUCKS" as his master program password". This was my contractually private username for the plaintiff's testing software application, that did NOT work. Judge Kumar continued with "Plaintiff also used the "F word" in letters and emails to school officials." I forwarded emails to Dr Victor Hrehorovich from another student that used this language to describe the Miami 5th semester site. It wasn't my email, they knew it since the referenced doctor names in

Exhibit 1
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the email were from Miami, not Pontiac SJMO. The committee meeting notice included "unseemly username in ExamMaster". The plaintiff is a hypocrite, this language coming from the Vice President of Enrollment Management on a public student blog.

Ref (<http://www.valuemd.com/american-university-antigua-aua/184106-warning-about-loans-students-future-current.html>)

23. I have not damaged the plaintiff in any manor.

I lost my profession as an engineer, future as a physician/doctor, my inheritance, 5 acres of land, my house, most of my assets, I was relocated and now trying to obtain a new profession because of the plaintiff.

24. There is no justification for restraining my Web site. More over, my Web site provides information about Student Safety concerns that are not readily available on the plaintiffs web site, I exposed the disclosure of Student private information, false and misleading information, information about the medical education provided in the Caribbean and businesses involved. . I use my Web site to notify government organizations and personnel of claims I have filed against the plaintiff. Some of the claims have time limitations, so shutting down my Web site could hinder these investigations.

25. I have not damaged the plaintiff by any means

26. I have not seen any of the Exhibits.

27. See replies to 1-26

28. I own www.aua-med.com.

Exhibit 1
P928

29. Neither "aua" nor "auamed" are unique to the American University of Antigua on the internet. Domain names are unique by definition and only reference Internet Protocol, IP, addresses. www.auamed.org = "76.12.180.164" www.aul-med.com = "68.180.151.73" American University of Antigua, c/o GCLR, LLC also owns "aul-med.org(unused), "aunursing.com", "aunursing .org", "auavet.com", "auavet.org"

-aul.edu has been owned by the "American University of Athens", AUA, has been incorporated in the state of Delaware since 1994. The plaintiff was founded in 2004.

-aul.net is owned by "Assyrian Universal Alliance", the domain was created in 1996

-aul.com is a redirect for "Austrian Airlines", the domain was created in 1996

-aul.org is "American Urology Association", owned by China Medicine, Inc.

-auamed.com publishes advertisements about schools that compete with the plaintiff

The plaintiff has been aware of my domain name since a posting on www.ValueMD blog, by Mr Tipton B. Carlson, Associate Director of Admissions commented on this blog 6-18-2009. I notified the plaintiffs partner SJMO hospital's Risk Management director Sandy Foster of the content of my Web site as early as April, 2009.

The Internet Corporation for Assigned Names and Numbers (ICANN) is an internationally organized, non-profit corporation that has responsibility for Internet Protocol (IP) address space allocation, protocol identifier assignment, generic (gTLD) and country code (ccTLD) Top-Level Domain name system management, and root server system management functions. These services were originally performed under U.S. Government contract by the Internet Assigned Numbers Authority (IANA) and other entities. ICANN now performs the IANA function.

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"http://www.icann.org/tr/english.html"

I have not received notification of an ICANN, Uniform Domain Name Dispute from the plaintiff.

I would like to point out that **"auamed.edu"** and **"aia-med.edu"** seem to be available or not currently owned.

I would like to point out that aia-med.net, aia-med.info, aia-med.us, aia-med.biz, aia-med.in, aia-med.mobi, auamed.info, auamed.us, auamed.biz, auamed.in and auamed.mobi are also available.

I would like to point out that since the plaintiff is a foreign entity from Antigua, they should use the country code **".ag"**, so to be more accurate the plaintiff's Domain name should be

"www.auamed.org.ag"

30. This claim is false since I have always had a disclaimer (**"This is not the official American University of Antigua, AUA, site."**). The content of www.aia-med.com is obviously not endorsed, sponsored, licensed or affiliated with the plaintiff.

31. My logo is not a counterfeit.

32. The definition of the Domain Name System per the Internet Corporation for Assigned Names and Numbers, ICANN is:

Exhibit 1
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"The Domain Name System (DNS) helps users find their way around the Internet. Every computer on the Internet has a unique address called its "IP address" (Internet Protocol address). Because IP addresses (which are strings of numbers) are hard to remember, the DNS allows a familiar string of letters (the "domain name") to be used instead. So rather than typing "192.0.34.163," you can type "www.icann.org."

(<http://www.icann.org/tr/english.html>)

ICANN is responsible for coordinating the management of the technical elements of the DNS to ensure universal resolvability so that all users of the Internet can find all valid addresses. It does this by overseeing the distribution of unique technical identifiers used in the Internet's operations, and delegation of Top-Level Domain names (such as .com, .info, etc.).

Per SearchNetworking.com

(http://searchnetworking.techtarget.com/sDefinition/0,,sid7_gci213251,00.html)

Uniform Resource Locator, URL is the unique address for a file that is accessible on the Internet."

www.aua-med.com is the URL for (68.180.151.73)

www.auamed.org is the URL for (76.12.180.164)

The site home pages are totally different and can in no way be mistaken.

The programming code that creates the pages is totally different.

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The American University of Antigua owns **auamed.org**, **auanursing.com**.

auanursing.org, **auavet.com**, **auavet.org**. Indicating that the American University of Antigua has not claimed a unique presents on the internet.

A search of the United States Patent and Trademark Office web site could not find a search result for either “American University of Antigua” or “**auamed**”.

Liu Jiapeng of Shaoyang, China is the registrant of “**auamed.com**”, and advertises competition to the American University of Antigua.

The domain name “**aua.com**” is a redirect for “**austrian.com**” Austrian Airlines, created in 15-jan-1996.

The domain name “**aua.net**” is the domain name for Assyrian Universal Alliance, created in 05-jun-1996.

The domain name “**aua.edu**” belongs to the American University of Athens, AUA. **Their logo is similar to the plaintiff's logo.**

The domain name “**aua.org**” belongs to the American Urological Association.

This is evidence that “AUA” is not unique to neither the education or the medical industry. Being a foreign entity the plaintiff should use **www.auamed.com.ag** making their site even more unique.

33. I have not damaged the plaintiff's tradename or trademarks.

Exhibit 1
P327

34. I have not harmed the plaintiff. **I can show that the plaintiff has even changed their Student Handbook from my recommendations.**

35. The plaintiff hasn't shown exhibits to support this fact.

36. The information published in my Web site is true to the best of my knowledge. I would like to point out that I have requested that the plaintiff contact me if information provided is not correct, but have received no feedback from the plaintiff until now.

37. The information published in my Web site is true.

38. This case is exceptional, the request for a restraining order could interfere with a Federal investigation because the plaintiff released student private information and now that I contacted the Department of Education concerning this matter, after a year since my Web site has been published, the plaintiff wants to steal my Domain Name.

39. The permanent injunction of this Web site would allow the plaintiff to sensor important information to prospective students. This would include Safety concerns and the interfere with the Department of Educations investigation into the disclosure of student information

40. Defendant maintains answers of questions 1 through 39.

41. <http://www.icann.org/en/dndr/udrp/policy.htm>

b. Evidence of Registration and Use in Bad Faith. For the purposes of Paragraph 4(a)(iii), the following circumstances, in particular but without limitation, if found by the

Exhibit 1
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Panel to be present, shall be evidence of the registration and use of a domain name in bad faith:

(i) circumstances indicating that you have registered or you have acquired the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the complainant who is the owner of the trademark or service mark or to a competitor of that complainant, for valuable consideration in excess of your documented out-of-pocket costs directly related to the domain name; or

NOT APPLICABLE

(ii) you have registered the domain name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided that you have engaged in a pattern of such conduct; or

NOT APPLICABLE

(iii) you have registered the domain name primarily for the purpose of disrupting the business of a competitor; or

NOT APPLICABLE

(iv) by using the domain name, you have intentionally attempted to attract, for commercial gain, Internet users to your web site or other on-line location, by creating a likelihood of confusion with the complainant's mark as to the source, sponsorship, affiliation, or endorsement of your web site or location or of a product or service on your web site or location.

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PS 29

NO APPLICABLE

42. The definition of the Domain Name System per the Internet Corporation for Assigned Names and Numbers, ICANN is:

"The Domain Name System (DNS) helps users find their way around the Internet. Every computer on the Internet has a unique address called its "IP address" (Internet Protocol address). Because IP addresses (which are strings of numbers) are hard to remember, the DNS allows a familiar string of letters (the "domain name") to be used instead. So rather than typing "192.0.34.163," you can type "www.icann.org."

(<http://www.icann.org/tr/english.html>)

ICANN is responsible for coordinating the management of the technical elements of the DNS to ensure universal resolvability so that all users of the Internet can find all valid addresses. It does this by overseeing the distribution of unique technical identifiers used in the Internet's operations, and delegation of Top-Level Domain names (such as .com, .info, etc.).

Per SearchNetworking.com

(http://searchnetworking.techtarget.com/sDefinition/0,,sid7_gci213251,00.html)

Uniform Resource Locator, URL is the unique address for a file that is accessible on the Internet."

www.aaa-med.com is the URL for (68.180.151.73)

Exhibit 1
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www.auamed.org is the URL for (76.12.180.164)

The site home pages are totally different and can in no way be mistaken.

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auanursing.org, **auavet.com**, **auavet.org**. Indicating that the American University of Antigua has not claimed a unique presence on the internet.

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The domain name "**aua.net**" is the domain name for Assyrian Universal Alliance, created in 05-jun-1996.

The domain name "**aua.edu**" belongs to the American University of Athens. Their logo is similar to the plaintiff's logo.

The domain name "**aua.org**" belongs to the American Urological Association.

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This is evidence that "AUA" is not unique to neither the education or the medical industry.

43. "AUA" or "auamed" is neither widely recognized solely for the American University of Antigua. The ownership of auanursing.com, auanursing.org, auavet.com, or auavet.org demonstrates that the plaintiff does not maintain a unique presents for their University. The domain name 'aua' is used by other businesses and organizations including educational and medical. Since the plaintiff is a foreign entity their Domain name should be "www.auamed.org.ag"

44. I am not in violation of fair use per ACPA, (3) Esclussions A, B and C.

45. I have not solicited or marketed any product or services.

46. I incorporate and restate my answers.

47. Student information I published on my web page is either evidence in a court case or information disclosed to me by the plaintiff's own faculty. I sent my Web site links and student information to the Department of Education in December, 2009, including Office of Civil Rights and Family Policy Compliance Office, department for Family Education Rights and Privacy Act and Inspector General. The reply **"After a careful review of your complaint, we have determined that the issues you raise may fall within the responsibilities of the Department's Office of Planning, Evaluation and Policy Development(OPEPD), Family Education Rights and Privacy Act(FERPA) Division.** I have provided below information on how to contact FERPA directly regarding

Exhibit 1
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your concerns.” I believe that shutting down my Web site would hinder this investigation, which has time restrictions for notification of injured parties.

48. The information was distributed by plaintiff's administration, Dr Victor Hrehorovich.

49. I am aware of this law, this is why I notified Federal Education organizations to report that the plaintiff distributed this information.

50. The FERPA is very much aware of the content of my Web site.

“After a careful review of your complaint, we have determined that the issues you raise may fall within the responsibilities of the Department's Office of Planning, Evaluation and Policy Development(OPEPD), Family Education Rights and Privacy Act(FERPA) Division. I have provided below information on how to contact FERPA directly regarding your concerns.”

51. The plaintiff is the one that released this information.

Why is a private institution getting US Federal Aid?

52 I address each and every answer 1-51

53. I posted information that is true to the best of my knowledge and resources. I requested that the plaintiff reply to me if the information was incorrect.

54. I answer this question the same as 21 a-p

**Exhibit 1
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55. The information I post on my Web site is true to the best of my knowledge and resources.

56. The information I posted is true to the best of my knowledge and resources. I requested that the plaintiff reply to me if the information was incorrect.

57. These are my opinions and truths I have.

58. AUA has damaged their own reputation and is blaming me for their faults and losses.

I would like to note that my Web site has my contact information and the Plaintiff has my contact information. I was not informed of these claims by the plaintiff, but by solicitation from law firms. I contacted the court as soon as I was aware of this and came directly here, under great personal financial loss, even before being summonsed.

**Exhibit 1
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